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**THE VILLAGE OF COAL CITY**  
**GRUNDY & WILL COUNTIES, ILLINOIS**

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ORDINANCE  
NUMBER 14-08

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**AN ORDINANCE AUTHORIZING THE EXECUTION OF A  
GRIEVANCE SETTLEMENT AGREEMENT BY AND BETWEEN THE  
METROPOLITAN ALLIANCE OF POLICE CHAPTER 186 AND THE VILLAGE OF  
COAL CITY**

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NEAL E. NELSON, President  
PAMELA M. NOFFSINGER, Village Clerk

GEORGETTE VOTA  
ROSS BRADLEY  
TIMOTHY BRADLEY  
TERRY HALLIDAY  
DAVID TOGLIATTI  
JUSTIN WREN  
Village Trustees

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Published in pamphlet form by authority of the President and Board of Trustees of the Village of Coal City  
on April 28, 2014

**ORDINANCE NO. 14-08**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A  
GRIEVANCE SETTLEMENT AGREEMENT BY AND BETWEEN THE  
METROPOLITAN ALLIANCE OF POLICE CHAPTER 186 AND THE VILLAGE OF  
COAL CITY**

**WHEREAS**, the Village of Coal City (“Village”) is a non-home rule municipality; and

**WHEREAS**, the Metropolitan Alliance of Police Coal City Police Chapter #186 (“Union”) filed grievance number 2011-001 (the “Grievance”), arising out of a dispute with the Village concerning the interpretation of certain provisions of a Collective Bargaining Agreement between the parties, effective May 1, 2009 through April 30, 2013 (“CBA”) concerning the use of part-time police officers to fill the shift vacancies created by the long-term absence of a full-time member of the Village Police Department; and

**WHEREAS**, the parties are desirous of compromising and concluding all claims and controversies pending in the Grievance upon the terms and conditions set forth in the settlement agreement referenced herein in order to avoid the costs and uncertainties of potential litigation; and

**WHEREAS**, the Union and the Village desire to maintain amicable relations and avoid potential costly litigation in connection with this matter; and

**WHEREAS**, the Corporate Authorities hereby deem it necessary and in the best interests of the residents of the Village of Coal City to authorize entry into the settlement agreement appended hereto as Exhibit A;

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Coal City, Counties of Will and Grundy, Illinois, as follows:

**SECTION 1. RECITALS.**

That the foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

**SECTION 2. AUTHORIZATION.**

The Corporate Authorities shall and do hereby authorize, approve and direct the Village President to execute and deliver the Settlement Agreement in the form attached hereto as **Exhibit A**, which is incorporated as though fully set forth herein. The Corporate Authorities further authorize and direct the Village Clerk to affix the Village seal thereto and to attest the executed Agreement following the Village President's signature. Further, the Village Board hereby appropriates funding as is necessary to carry out the Village's obligations under the Settlement Agreement and further authorize and direct the President, Clerk, Administrator and Attorney to do all things necessary, essential or convenient to carry out and give effect to the purpose and intent of this Ordinance.

**SECTION 3. RESOLUTION OF CONFLICTS.**

All resolutions or ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 4. SAVING CLAUSE.**

If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance, which are hereby declared to be separable.

**SECTION 5. EFFECTIVE DATE.**

This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

SO ORDAINED this 28 day of April, 2014, at Coal City,  
Grundy and Will Counties, Illinois.


AYES: 4

NAYS: 0

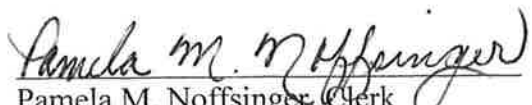
ABSENT: 2

ABSTAIN: 0

**VILLAGE OF COAL CITY**

  
Neal E. Nelson, President

Attest:

  
Pamela M. Noffsinger, Clerk

**EXHIBIT A**

**Settlement Agreement By and Between the Metropolitan Alliance of Police Coal City Police  
Chapter #186 and the Village of Coal City**

[attached]

4837-2873-4234, v. 1

**GRIEVANCE SETTLEMENT AGREEMENT**

This is a Grievance Settlement Agreement between the Metropolitan Alliance of Police Chapter 186 ("Union") and the Village of Coal City ("Employer"), collectively referenced herein as the "Parties." The grievance arose pursuant to a Collective Bargaining Agreement ("CBA") between the parties, effective May 1, 2009 through April 30, 2013. The parties hereby agree as follows:

**WHEREAS**, a disagreement between the parties has arisen regarding the interpretation of certain provisions of the CBA regarding use of part time police officers;

**WHEREAS**, The Union filed grievance number 2011-001 regarding use of part time police officers to fill the shift vacancies created by the long term absence of a full time member of the Department, ("The Grievance");

**WHEREAS**, the parties desire to compromise and conclude all claims and controversies pending in the Grievance upon the terms and conditions herein set forth;

**WHEREAS**, the parties desire to maintain amicable relations and avoid potential costly litigation in connection with this matter.

**THEREFORE**, in consideration of the mutual promises set forth below, the parties agree as follows:

1. The Union hereby withdraws the Grievance with prejudice.
2. In consideration thereof, the Employer and Union agrees to the following:
  - A. The Village of Coal City will pay each bargaining unit member identified in Exhibit 1 attached the amount listed therein to compensate said members for use of part time officers to fill certain shift vacancies. Said payments shall be made no later than 30 days after full execution of this Agreement and approval by the Village Board, and shall be subject to mandatory and voluntary withholdings.
  - B. The parties agree that settlement of this grievance does not serve as evidence of a violation of the CBA or as precedent as to interpretation of the provisions relevant to this grievance.
3. This Agreement sets forth the entire agreement and understanding of the parties with respect to settlement of the Grievance.
4. This may be executed in multiple or duplicate copies, and each such executed copy shall be deemed to be an original.

Dated: April 23, 2014.

AGREED:

Village of Coal City

By: [Signature]

Its: MAYOR, VILLAGE OF COAL CITY

Date: 5-6-14

Metropolitan Alliance of Police Chapter 186

By: [Signature]

Its: PRESIDENT MAP 186  
President

Date: 4-29-14

By: [Signature]

Its: SECRETARY  
Secretary-Treasurer

Date: 5/6/14

**EXHIBIT 1**

<b>Officer</b>	<b>Gross Amount Received</b>
Chief Best	\$1,000.00
Clark	\$1,000.00
Harseim	\$1,000.00
Moran	\$1,000.00
Dillon	\$1,000.00